

CONSTRUCTION CONTRACT

BETWEEN

WHITLOCK MILLS, LP

AND

CLAREMONT CONSTRUCTION GROUP, INC.

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CONSTRUCTION CONTRACT

THIS CONTRACT, made the 20th day of January, 2013 which shall take effect on the Effective Date as defined herein, is by and between Whitlock Mills, LP duly organized and existing under the Laws of the State of Maryland, and constituting a qualified housing sponsor as that term is defined by the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq. (hereinafter "Agency Law") having its principal place of business at c/o HTA Whitlock, LLC, 6851 Oak Hall Lane, Suite 100, Columbia, Maryland 21045 (hereinafter referred to as the "Owner"), and Claremont Construction Group, Inc. (hereinafter the "Contractor");

WITNESSETH, WHEREAS, the Owner intends to undertake construction of a project known as Whitlock Mills, HMFA #1388, in the City of Jersey City, County of Hudson, and State of New Jersey (hereinafter "Project"); and

WHEREAS, said Project is to be constructed pursuant to the provisions of the Agency Law; and

WHEREAS, said construction is to be aided by a mortgage loan or loans from the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency");

NOW, THEREFORE, the Owner and the Contractor, for the considerations hereinafter set forth, agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Contract and all documents incorporated by reference, the following terms shall have the following meanings:

A. Agency: "Agency" or "Lender" shall mean the New Jersey Housing and Mortgage Finance Agency or its authorized officer or representative, which is not a party to this Contract.

B. Architect: "Architect" shall mean that certain person designated by the Owner as Architect of Record. As of the date set forth above the Architect is: John Saracco Architect, LLC.

C. Construction Consultant: "Construction Consultant" shall mean Hill International, Inc. or other firm as may be designated by the Agency.

D. Construction Manager: "Construction Manager" shall mean Hamel Builders, Inc., as designated by the Owner and approved by the Agency.

E. Contract Documents: The "Contract Documents" shall mean and refer collectively to the Project Manual (as hereinafter defined), the Drawings (as hereinafter defined), the Specifications (as hereinafter defined), General Conditions (as hereinafter defined), Scope of Work (Exhibit C) (including all reports and revised plans referenced therein which are incorporated therein by reference), and the Trade Payment Breakdowns (as hereinafter defined) and which by reference are made a part of the Contract.

F. Contract Price: The "Contract Price" shall be the price as defined in Article 5.

G. Contract Time: The "Contract Time" is the time allowed for the completion of all work under the Contract and shall begin with the date specified in the Notice to Proceed issued hereunder, and shall run for a period of time specified in Article 4 of this Contract as adjusted in accordance with the provisions herein.

H. Contractor: "Contractor" shall mean the above named party designated as "Contractor".

I. Day: "Day" shall mean calendar day unless otherwise indicated.

J. Director: "Director" shall mean the Director of Technical Services of the Agency.

K. Drawings: The "Drawings" shall mean and refer collectively to (i) the Drawings listed on "Schedule B" annexed hereto and by this reference made a part of this Agreement; (ii) such additional Revised Plans and Specifications accepted by the Owner and the Agency and (iii) such amendments to any of the foregoing documents as may be issued by the Architect or the Production Architect and accepted by the Owner and the Agency.

L. Effective Date: The term "Effective Date" shall mean the date on which this Construction Contract is fully executed. However, the Work that is the subject matter of this Contract shall not commence until issuance of a Notice to Proceed.

M. Final Acceptance: "Final Acceptance" shall occur when the Architect, Production Architect and the Owner and Construction Consultant with the concurrence of the Agency determine in accordance with Article 33 that the Work is finally complete.

N. Final Inspection: "Final Inspection" shall include the inspection called for by the Contractor pursuant to Article 31.

O. General Conditions: The "General Conditions" shall mean and refer to the Agency's General Conditions of the Contract which the Contractor acknowledges receiving and reviewing prior to the Effective Date of this Contract and which by this reference are made a part of this Contract.

P. Job Site: The "Job Site" shall mean the area on which the Work is to be performed hereunder and such other areas as may be designated by the Owner for access thereto and for the storage of the Contractor's materials and equipment.

Q. Miscellaneous Terms: Whenever the words "directed", "permitted", "ordered", "designated", "prescribed" or words of like import are used, or the words "approved", "acceptable", "satisfactory", or words of like import are used, it shall be understood and shall mean that any such direction, requirement, permission, order, designation, or prescription, approval, acceptance or satisfaction shall be that of the Owner, Architect, the Production Architect and Agency.

R. Notice to Proceed: "Notice to Proceed" shall mean a written directive served on the Contractor by the Construction Manager authorizing the commencement of the Work, pursuant to Article 4.

S. Owner: "Owner" shall mean Whitlock Mills, LP and its successors and assigns as approved by the Agency. Any approvals required in this Agreement by the Owner, shall be made on behalf of the Owner by the Construction Manager.

T. Parties: "Parties" shall mean the Owner and the Contractor. The Agency is not a party to this Contract.

U. Production Architect: "Production Architect" shall mean the architects, or any successor engaged with the Agency's consent, responsible for preparing and/or reviewing the Revised Plans and Specifications and supervising the Work, in consultation with the Architect. As of the date set forth above the Production Architect is: Clarke, Caton Hintz.

V. Project Manual: "Project Manual" shall mean and refer to the following documents: Payment and Performance Bonds, together with the Contract, General Conditions, Supplementary Conditions, and Specifications, and any addendum to such documents as may be agreed upon by the Parties.

W. Project Representative: The term "Project Representative" shall mean a representative of the Agency designated by the Director pursuant to Article 20.

X. Punch List: The term "Punch List" shall mean a list or lists of items of unfinished work or defective or improper work as referred to in Article 31.

Y. Remediation Plan: The "Remediation Plan" shall mean such reports, drawings, plans and specifications prepared by the Architect and/or the Production Architect, approved by Construction Consultant and approved by the Agency, in its sole unreviewable discretion, which describe and show the method and means of correcting any existing deficiencies.

Z. Revised Plans and Specifications: The "Revised Plans and Specifications" shall mean the drawings, plans and specifications, which are to be prepared by the Architect and/or the Production Architect and sealed by the Architect or the Engineer (Boswell), as may be appropriate, in conformance with the Remediation Plan, and approved by the Agency and the Construction Consultant,

which describe and show the labor, materials, equipment, fixtures and furnishings necessary for the correction of existing construction deficiencies and subsequent construction of Work.

AA. Specifications: The "Specifications" shall mean and refer to the Specifications listed in Schedule A annexed hereto and by this reference made a part hereof, and all additions hereafter issued by the Architect or Production Architect as provided in the Contract Documents, together with such other addendum as may be agreed upon by the Parties.

BB. Subcontractors: "Subcontractors" shall mean those who directly contract with the Contractor to perform any part of the Work (as hereinafter defined), including those who furnish substantial on-site labor, or substantial on-site labor and materials, but shall not include anyone furnishing materials without furnishing on-site labor. "Substantial" as used herein shall refer to any labor in excess of \$10,000.00.

CC. Surety: The "Surety" for this Project shall be Liberty Mutual and shall be retained by the Contractor in accordance with the provisions of Article 29.

DD. Title Company: "Title Company" shall mean the firm which provides the title insurance for this Project.

EE. Trade Payment Breakdowns: The Contractor is required to submit two (2) different "Trade Payment Breakdowns" to the Owner, Architect, Production Architect and Agency: the "Summary Trade Payment Breakdown," constituting a list of all trade payments required to complete the terms of this Contract; and the "Detailed Trade Payment Breakdown," required pursuant to Article 6 herein. The Summary Trade Payment Breakdown and the Detailed Trade Payment Breakdown for General Conditions are required to be submitted and approved by the Agency prior to the mortgage closing. The Detailed Trade Payment Breakdown (for all trades other than General Conditions) is required before any partial payment can be made.

FF. Work: "Work" shall have the meaning defined in Article 2 of this Contract and shall include Extra Work as may be authorized in accordance with the provisions of Article 9.

ARTICLE 1.1 CONSTRUCTION MANAGER

The Contractor acknowledges that Owner has engaged the services of the Construction Manager to coordinate, manage, direct, complete and supervise the prosecution and completion of all construction and related services required to complete the Work. Any approvals required under this Contract by the Owner shall be given by the Construction Manager pursuant to that certain Power of Attorney dated December 20, 2010 and the Construction Management Agreement of even date herewith.

ARTICLE 2. SCOPE OF WORK

The parties agree and acknowledge that this contract involves the remediation and completion of a project that was commenced in 2004 by another contractor, but was abandoned before completion. The original specifications and drawings were not followed by the other contractor. As a result, the plans and specifications were amended as reflected on Schedules A and B attached hereto. The Scope of Work to be performed by the Contractor is reflected on Exhibit C, and, along with the Remediation Plan and Revised Plans and Specifications (to be provided), are intended to define and delimit the actual work required of the Contractor hereunder for the Contract Price as same may be adjusted as provided hereunder. Exhibit C is based on site estimates and inspections by Contractor over a substantial period of time in which Owner and its agents participated in order to clarify what work is required from this point in time to complete the Project. It is the understanding of the Owner, Owner's agents and Contractor that the Scope of Work will result in the completion of the Project. Contractor, Owner and Owner's agents are not aware of any work in addition to the Scope of Work which is required in order to achieve Final Acceptance.

Subject to the preceding paragraph, the Contractor agrees to furnish all of the materials, supplies, tools, equipment, labor, management and supervision and to perform all other acts and to supply all other things (including but not limited to, all lights, power, water, and sanitary facilities for workers during the progress of the Work) necessary to produce the Project described in the Contract Documents, including all Work expressly specified and such Work as may be reasonably inferred therefrom, including appropriate professional and non-professional services necessary to complete the Contractor's services as required under this Contract, saving and excepting only such items of Work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The term "Work" is defined as meaning the totality of the obligations imposed upon the Contractor by the preceding sentence and by all other provisions of the Contract and Contract Documents.

It is the obligation of the Contractor to ascertain for itself all the facts concerning conditions to be found at the Job Site, to fully examine and read the Contract Documents, to consider fully these and all other matters which can in any way affect the Work under this Contract and to make the necessary investigations relating thereto. Neither the Owner nor the Agency assume any responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the Job Site of the Project. The Contractor agrees that it will make no claim for additional payment or extension of time for completion of the Work, or any other concession because of any misinterpretation or misunderstanding of the Contract, on the part of the Contractor, or of any failure of the Contractor to become fully acquainted with all conditions relating to the Work, or for any start of the Work prior to the date of the Notice to Proceed.

Any estimate or estimates of quantities shown on or which can be reasonably implied from the Contract Documents are in no way warranted to indicate the true quantities. The information shown or contained in the borings, test excavations and subsurface investigations is intended to be reasonably

accurate but is an approximation; and the actual amount of Work required may reasonably differ from estimates of quantities based thereon. It shall also be the responsibility of the Contractor by such personal inspection to satisfy itself as to the accuracy of any information given which may affect the quantity, size and/or quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the Drawings or otherwise included in the Contract Documents. However, Contractor shall not be responsible for undisclosed conditions not apparent during its site inspections which materially increase the cost of work.

Owner and Contractor understand and acknowledge that the Scope of Work (attached hereto at Exhibit C) and Trade Payment Breakdown (attached hereto at Exhibit D) include remedial work, a significant portion of which relates to foundations of the modular buildings. The parties agree that the Scope of Work and Trade Payment Breakdown represent the best estimate of such items based on currently available information. Specifically, the parties acknowledge that the Trade Payment Breakdown identifies interior structural column remediation for 103 columns in sixteen (16) buildings. In the event that additional interior columns are needed than identified in the Trade Payment Breakdown, as approved by the Construction Consultant and the Agency, then Contractor agrees that the price for each additional column shall be equal to \$2,400. The total allowance for all additional interior columns shall not exceed \$280,800 and any proposed Work in excess of \$280,800 for interior columns shall be deemed Extra Work subject to the approval of the Agency and the Owner.

Notwithstanding the above, Contractor agrees that if there are any savings on the following items identified in the Scope of Work, the entire savings shall be credited to the Owner:

- (1) Allowance for Offsite Soil Disposal / hazardous material -
\$20,000
- (2) Allowance for temporary heat and utilities - \$170,000
- (3) Allowance for Prevailing Wage Increases - \$500,000

(4) Allowance for seismic work - \$250,000

The parties agree that if the Scope of Work materially changes based on the Remediation Plan or the Revised Plans and Specifications, then the price for such changes shall be determined in accordance with Articles 8, 9 and 12 below.

The Contractor agrees that the "actual cost of construction" shall not exceed the dollar amount indicated on the approved Trade Payment Breakdown, as this amount may be increased or decreased pursuant to authorized change orders. . Any costs above the amount indicated on the approved Trade Payment Breakdown shall be borne by the Contractor and shall not be charged to the cost of the Project.

ARTICLE 3. AGENCY AS LENDER

The Contractor understands that the Work herein provided to be done is to be financed by a mortgage loans secured by subordinate lien mortgages between the Owner as Borrower and the Agency as Lender. The Work to be done by the Contractor shall at all times be subject to the approval of the Agency through its duly authorized representatives before such Work will be considered a mortgageable expense. Such representatives shall consist only of the Director and such employees or other employees or other persons as the Director may specifically designate and authorize in writing and the Construction Consultant.

The approval of the Agency set forth in this Contract may be exercised by said representatives only to the extent permitted by such written authorization.

Whenever any statements, documents or data of any sort, nature or description are required under this Contract to be submitted to the Architect, the Production Architect or Owner, or both, duplicates of such statements, documents or data shall be likewise submitted to the Agency. The approval of the Agency shall be a condition precedent to the right to receive payment from the above referenced mortgage funds.

Any inspection, approval, review of the work, direction or supervision by the Agency or its representatives exercised pursuant to the Contract is performed in accordance with its responsibility as Lender and as an instrumentality of the State of New Jersey pursuant to the Agency Law and shall not make the Agency a party to this Contract and in no way is intended to relieve the Owner of its obligations pursuant to the Contract or its loan with the Agency.

Any provision in this Contract which calls for the Owner's Architect's or Production Architect's order, direction, approval, consent or has similar language, is hereby deemed to mean that such order, direction, approval, consent or similar language shall not be effective without the written approval of the Agency.

ARTICLE 4. TIME OF PERFORMANCE - LIQUIDATED DAMAGES

The Work to be performed under this Contract shall be commenced not later than the day specified in a Notice to Proceed, which shall be the same date of this Agreement. The Work shall be completed to the satisfaction of the Owner, Architect, the Production Architect, the Construction Consultant and the Agency no later than 365 Days following the commencement date specified in the Notice to Proceed, as said completion date may be adjusted in accordance with this Contract, time being of the essence. Notwithstanding the preceding sentence, if revised plans have not been approved and new permits have not been issued for the remediation of the foundations of the modular buildings by the Jersey City Building Department by March 1, 2011, the Contractor shall be entitled to an extension of the time to complete the Work of one day for each day after March 1, 2011.

It is hereby understood and mutually agreed by and between the Contractor and the Owner that time is an essential element of this Contract, and all time limits stated in the Contract Documents are of the essence of the Contract.

The Contractor shall commence the Work on the date as provided above and shall carry the Work forward expeditiously, diligently and without interruption at such rate of progress and with adequate forces as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for the completion of the Work herein is a reasonable time for the completion of the same, taking into consideration the nature, location and character of the Project, including, without limitation, the surface condition of the land and all structures and obstructions thereon, both natural and man-made, and all surface water conditions of the Project and the surrounding area.

The Contractor does hereby further agree, as part of the consideration for the awarding of this Contract, to pay to the Agency, as mortgagee in interest, for the benefit of the Project, as a reasonable forecast and not as a penalty but as liquidated damages, the amounts as hereinafter set forth, if the Contractor shall have neglected, refused or otherwise failed to fully complete the Work within the time herein specified or any proper extension thereof authorized by the Architect, the Production Architect and Agency in accordance with the provisions of this Contract.

It is agreed that the Contractor shall be liable for the following sums as liquidated damages which are a reasonable forecast and not as a penalty:

1. A sum equal to 1/20 of one percent (.05%) of the Contract Price of this Contract, per Day, for each and every Day, or part thereof, that the Work remains incomplete after the time specified in this Article 4 or any authorized extension thereof until the Date of Substantial Completion (as determined in accordance with Article 32) or if applicable, the Average Date of Substantial Completion (as determined pursuant to Article 32) of this Contract so long as any such Day or Days is in excess of the date specified for all completion of the Work in this Article 4, or any authorized extension thereof.
2. A sum equal to 1/200 of one percent (.005%) of the Contract Price of this Contract, per Day, for each and every Day, or part thereof, that any portion of the Work remains incomplete until the Date of Actual Completion as determined pursuant to Article 32.

The Contractor and Owner agree that it would be difficult to calculate actual damages and therefore the liquidated damages set forth in this Article are intended as a substitute therefore, and a reasonable forecast of loss to the Owner, recognizing that losses will accrue to the Owner due to delayed Substantial or Actual Completion of the Project for administrative, inspection, interest and other costs added or increased as a result of any such delay and for the loss to the Owner of the use of the Project premises in a completed state of construction. It is further agreed that the Contractor's sole remedy shall be as provided in Article 28.

ARTICLE 5. THE CONTRACT PRICE

The Contract Price is not to exceed \$15,850,000.00.

Notwithstanding the Contract Price above specified, it is understood and agreed that the Owner shall pay to the Contractor for the performance of the Contract and that the Contractor shall be entitled to receive an amount equal to the Contract Price plus adjustment for material changes that constitute Extra Work as provided in Article 12 hereof .

It is understood and agreed between the Owner and the Contractor that the Contract Price shall not include New Jersey State Sales and Use Tax if the Owner is a nonprofit sponsor or the Project qualifies for sales tax exemption pursuant to N.J.S.A. 54:32B-8.22.

ARTICLE 6. BREAKDOWN OF CONTRACT PRICE

Except for the Detailed Trade Payment Breakdown for General Conditions (which is required prior to the mortgage closing), prior to the submission of its first requisition for a partial payment, the Contractor shall

present to the Owner, Architect, Production Architect, Construction Consultant and Agency for approval a Detailed Trade Payment Breakdown showing the breakdown of the Contract Price, as hereinabove set forth, which must contain the amount estimated for each part of the Work. Owner and Agency approval will be required for any estimate in the Detailed Trade Payment Breakdown in excess of the estimate for the same work found in the Summary Trade Payment Breakdown. A request by the Contractor for a future revision of an estimate set forth in the Detailed Trade Payment Breakdown will be granted only if the Owner, Agency and Construction Consultant determine that such a change was unforeseeable when the original Detailed Trade Payment Breakdown was submitted. The values employed in making the Detailed Trade Payment Breakdown will be used only for determining the size of the partial payments, and will not be considered as fixing a basis for additions to or deductions from the Contract Price. The Detailed Trade Payment Breakdown so approved shall thereupon become a part of the Contract as if it had been fully set forth herein at the time of the execution of the Contract.

ARTICLE 7. PAYMENTS

Section A) Requisitions for periodic partial payments under this Contract are to be made by the Contractor to the Architect and/or the Production Architect (the "Contractor's Requisition"), in quadruplicate, for payment for Work done during the preceding month or part thereof. One copy of this Requisition shall also be delivered directly to the Director. Provided the complete Contractor's Requisition is acceptable to the Architect, the Production Architect, Owner, Agency, and the Construction Consultant the Contractor shall be entitled to payment within twenty (20) days following the Contractor's submission of a complete Contractor's Requisition, which must be in a form acceptable to the Architect, the Production Architect, Owner, Agency and Construction Consultant, but in no event shall the Contractor be entitled to be paid on more than one Contractor's Requisition per month. The Architect or Production Architect shall provide two copies to the Owner. The Architect, Production Architect and the

Owner agree to expeditiously review the Contractor's Requisition and, if it is acceptable, the Owner shall submit a copy to the Agency and the Construction Consultant along with an application for payment (the "Sponsor's Requisition"). The Sponsor's Requisition, together with a check made payable to the Contractor, shall be executed by duly authorized signatories and submitted to the Agency within ten (10) days following the Contractor's submittal of the Contractor's Requisition.

Section B) The sum to which the Contractor shall be entitled upon any such requisition for payment shall be the total of the following:

- (1) The value, as determined in accordance with the Detailed Trade Payment Breakdown of the Contract Price, of the portions of the Work acceptably completed, as approved by the Owner, Architect, Production Architect and the Agency; and
- (3) For the first 50% of the project less an amount equal to 10% of the total of (1) and (2); upon the project being 50% completed, upon the approval of the Agency, one-half of this retained amount shall be released to Contractor and thereafter all future requisitions by Contractor shall be subject to a 5% retainage, which shall be retained and payment of which is hereinafter provided for; and held by the Agency (retainage) until Final Payment is made by the Owner to the Contractor; and
- (5) Less prior advances for uninstalled materials; and
- (6) Less the value of any material or Work included in a prior estimate and requisition for partial payments which has become unsatisfactory; and

Section C) Upon receipt and approval of the necessary Contractor's Requisition and approved Sponsor's Requisition, and upon receipt by the Agency of a satisfactory title rundown search from the Title Company, the Owner or the Agency (by check signed by the Owner and Agency and issued in the name of the Contractor) will make payment to the Contractor. The Contractor shall only be entitled to payment in the amount recommended by the Architect, Production Architect and Owner and approved by the Director and Construction Consultant with respect to said application.

Section D) As a condition precedent to its right to any partial payment, the Contractor must certify to the Architect, the Production Architect, Owner and Agency that it is promptly meeting its payment obligations to the Subcontractors, materialmen, and workers; and, if requested, must submit additional proofs and/or affidavits showing the amount previously paid for Work executed by such Subcontractors or materials furnished by such materialmen, and the amounts remaining unpaid and owing to any such persons, setting forth therein the names of the persons whose claims are unpaid and the amount due to each and, if required, must also submit affidavits from all Subcontractors and materialmen, containing this information. The Contractor shall be required to secure the discharge of record of any lien claim, or to furnish security, satisfactory to the Title Company and the Agency against such claims, as a condition precedent to its right to receive any partial payment.

Section E) All material and Work covered by partial payments shall become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made or for the restoration of any damaged Work, or as waiver of the right of the Owner and/or the Agency to require the fulfillment of all the terms of the Contract.

Section F) Partial payments may at any time be withheld or reduced if, in the opinion of the Agency, or the Architect, Production Architect or Owner with Agency concurrence, the Work is not proceeding in accordance with the Contract Documents, or, if in the opinion of the Agency, or the Architect, Production Architect or Owner with Agency concurrence, the cumulative total of partial payments exceeds the amount required by the Contractor to meet its obligations to the Subcontractors, materialmen, laborers, and other employees and the proportionate value of the Contractor's fee and allowances. In addition, payments may be withheld, if in the opinion of the Agency, or the Architect or Production Architect, or the Owner with Agency concurrence, the Work is not being performed in compliance with any applicable law or regulation. No partial

payment will be made after the time fixed for completion of the Work, as extended pursuant to the provisions herein without the approval of the Architect, the Production Architect, Owner and Agency.

Section G) If it shall be determined by the Architect, Production Architect, Owner or Agency that the Contractor has been paid more on partial payments than the amount which should have been properly paid to it, the Contractor shall be notified in writing of such overpayment by the Architect, Production Architect, Owner or Agency. The Contractor hereby agrees to repay forthwith to the Agency for credit to the Owner's mortgage account, the excess sum paid, or, if the Contractor has not repaid said sum within 30 days after notice of the excess, the Contractor hereby authorizes the reduction of future requisitions in the amount of said excess.

Section H) The obligation of the Owner or Agency on behalf of the Owner to make any of the payments required under this Contract shall be subject to reasonable deductions upon notice to the Contractor and Surety for: (1) any unsettled claims against the Contractor for labor or materials; (2) defects in material or workmanship; (3) any claims which the Owner or Agency may have against the Contractor under or in connection with this Contract; and (4) the Contractor's obligation to make all corrections required to remedy any defects in the Work or to replace faulty materials with materials complying with the Specifications herein or to fulfill any of the orders or directions of the Owner, Architect or Agency.

Section I) Review of Work by the Architect, Production Architect, Owner, Agency or Construction Consultant or by any of their duly authorized representatives or any order, measurement, or certificate by the Architect, Production Architect, Owner, Agency or Construction Consultant or acceptance of any Work or any extension of time or any possession taken by the Owner or any payment made or approval of requisition shall not operate as a waiver of any provision of the Contract or any power therein reserved to the Architect, Production Architect, Owner Agency or Construction Consultant.

ARTICLE 8. CHANGE IN THE WORK

The Owner, Architect, Production Architect and Agency may, at any time after the execution of this Contract, without invalidating this Contract or any bonds or security, make modifications by materially altering or changing the Work, or by countermanding, omitting or reducing the Work in part, with the Contract Price being adjusted as hereinafter provided. It is the Contractor's responsibility to ensure that the Surety waives any and all objections to any change in the Work.

ARTICLE 9. EXTRA WORK

If a change involves Extra Work, written orders by the Owner and the Agency must be received by the Contractor prior to the commencement thereof and must expressly state that the Work has been found by the Architect, Production Architect, Owner and Agency to be Extra Work. The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof except to the extent that the parties hereto may expressly provide otherwise in connection with any particular item of Extra Work. No payment from mortgage funds will be made for any Extra Work performed by the Contractor which has not been approved in writing by the Architect, Production Architect, Owner and Agency. Any objection that the Contractor may have resulting from a change in Work pursuant to Article 8 must be made within ten (10) Days of receipt of such fully executed change order. Any claim by the Contractor for a change in the Work that it perceives to be Extra Work shall be made as soon as it is known by the Contractors but in no event can be asserted later than fifteen (15) Days after the initiation of such Work by the Contractor.

ARTICLE 10. EMERGENCIES

Notwithstanding any of the provisions of the Contract, the Contractor, in an emergency affecting the safety of life or property including adjoining property, is authorized to act in its discretion without special instructions, orders or authorization from the Architect, Production Architect, Owner or Agency, to prevent such threatened loss or injury, and must so act if instructed to do so by the Architect, Production Architect, the Owner or the Agency. Any compensation claimed by the Contractor on account of such emergency shall be determined in the manner provided in this Contract for the determination of compensation, to be paid for Extra Work, except that the failure of the Contractor to obtain a fully executed change order prior to the performance of such emergency work shall not affect its right, if any, to extra compensation.

ARTICLE 11. COMPLIANCE WITH CHANGE ORDERS

The Contractor, immediately upon receipt of a written order pursuant to this Contract, shall proceed to comply with such fully executed change order as regards any change, including changes involving Extra Work or Work countermanded, omitted or reduced, regardless of whether or not an adjustment in the Contract Price by reason thereof has been agreed upon.

ARTICLE 12. ADJUSTMENTS FOR CHANGES AND EXTRA WORK

SECTION A) (1) At the request of the Architect, the Production Architect, the Owner or the Agency, the Contractor shall submit to the Architect, the Production Architect, the Owner and the Agency, a proposal supported by a breakdown of costs in such detail as to estimated quantities and unit prices, or material and labor costs, as the Architect, the Production Architect, the Owner and the Agency may deem necessary to establish the reasonableness of the charge or adequacy of the credit, as the case may be, for each of the items of Work changed, added or omitted. If accepted by the Architect, the Production Architect and the Owner and approved by the Agency, such proposal shall become part of this Contract and shall be binding upon the parties hereto.

(2) In the event agreement cannot be reached as to the value of any Work countermanded, omitted or reduced, and provided that such Work does not effect a substantial reduction in the scope or cost of the Work, the Owner and the Agency will make their own estimate as to the cost of such Work, and the Agency's determination, based upon said estimate, shall be binding and conclusive.

(3) If the Work is countermanded, omitted, or reduced without the substitution of other Work, and the amount of said Work is such that it would effect a substantial reduction in the scope or cost of the Work, then compensation due or to become due under this Contract shall be reduced by an amount which shall bear the same ratio to the Contract Price as the Agency determines that the Work countermanded, omitted or reduced bears to the entire Work, and no right to compensation or damages for any loss or cost, including loss of profit, overhead or for any claim or cause of action, shall accrue to the Contractor for any Work so countermanded, omitted or reduced, except that the Owner will pay, subject to the provisions of this Contract, for all Work actually performed and materials furnished and delivered and for equipment completely fabricated and installed up to the date of service of notice of such cancellation, omission or reduction, and for the actual cost and expense to the contractor of all materials and equipment purchased solely for the purpose of the contract but not delivered or installed at the date of the service on the Contractor of such notice, all as approved by the Agency. All such materials and equipment covered by such payment shall become the property of the Owner, and the Contractor shall convey and warrant title thereto to the Owner free of all liens and encumbrances, in proper bills of sale, in such form as the Owner or the Agency may require. If required by the Owner and Agency, the Contractor shall deliver, at a place in New Jersey designated by the Owner and Agency, all such material and equipment purchased solely for the purpose of the Contract but not delivered or installed as of the date of the service of notice on the Contractor.

(4) In the event the Architect, Production Architect, Owner and Agency determine that agreement cannot be reached as to the value of Extra Work, then adjustments for such Extra Work may be made on a time and material basis. The net adjustment to the Contract Price shall be an amount equal to the difference between the cost of such Extra Work as determined herein and the cost as determined in Section 3 above of any Work countermanded, omitted or reduced. The cost of such Extra Work shall be determined by the Architect, Production Architect and Owner with the approval of the Agency. The Agency's determination shall be final. The basis of actual and necessary net cost in connection with such Work shall be the following:

(a) Materials

(b) The rental value of plant and equipment approved by the Agency, in accordance with rates approved by the Owner and the Agency and not in any case exceeding 85% of the current equipment rental rates established by the most current Rental Rate Bluebook published by the Equipment Guidebook Company.

(c) Wages of applied labor. This shall include the actual wages of foremen actually employed in connection with such Extra Work, but shall exclude the cost of any other supervision. No percentage for foremen's time shall be added to the wages of other labor.

(d) Worker's Compensation and other approved forms of insurance applicable to Extra Work as required by this Contract.

(e) Contributions limited to Welfare Fund or Trust Fund, Pension Fund, Joint Industry Fund, Benefit Fund, Vacation fund, Health and Life Insurance Fund, Holiday Fund, or other employee funds routinely paid by the Contractor.

(f) Additional General Conditions, if required. It is agreed that additional General Conditions will only be required if the change order requires Contractor to be on site beyond 365 days, and shall in such event be limited to 5% of the cost of the change order work.

(g) A reasonable allowance for Subcontractors' profit and overhead, which shall be applied to all the foregoing.

(5) In case any Work or materials shall be required to be done or furnished as Extra Work under this subsection, the Contractor shall submit to the Architect, the Production Architect, Owner and the Agency each Day a daily Work report in duplicate, for checking, which must be countersigned by the Architect, the Production Architect, Owner or Project Representative. The daily Work report shall show the name and number of each worker, including foremen if any, employed on such Work, (excluding, however, all other supervisory employees, whose compensation shall not be considered an element of cost for any purpose hereunder); the actual number of hours employed on such Work, the character of Work each worker is doing and the materials furnished, showing the amount and character of such materials.

(6) In addition to rendering these daily Work reports, the Contractor shall, when any item of Work to be paid for under the provisions of this Article has been completed, render an itemized statement to the Architect, the Production Architect, the Owner and the Agency showing the total amount expended for each such item of Work. If, however, partial payments are desired as Work progresses, the Contractor shall render such statements monthly as a condition precedent to the inclusion of such payments in any partial estimate. If required by the Architect, the Production Architect, the Owner or the Agency, the Contractor shall produce any books, vouchers, records, and memoranda showing the labor and materials actually paid for and the actual prices there for. Any such submissions shall not, however, be binding upon the Owner, Architect, Production Architect or Agency as to the correct cost.

(7) If the daily Work reports, statements, books, vouchers, and other records and memoranda are not submitted by the Contractor as required herein, the Owner and the Agency will make their own estimate as to the cost of such Extra Work, and such estimate shall be binding and conclusive upon the Contractor. Weekly or monthly summaries in lieu of daily Work reports, although signed by the

Contractor's construction supervisor, will not be recognized nor shall the submission of such weekly or monthly summaries be deemed to be in compliance with this Article.

Section B) If the value of Extra Work as determined in Section A, Subsection 4 of the above results in an increase in the Contract Price, there shall be added to the amount of such increase a further increase as compensation to the Contractor for its overhead and profit the following amounts:

- (1) For that Extra Work which is performed by the Contractor, there shall be added to the amount of such increase as defined in Section A, Paragraph 4, Items (a) through (e) a further increase of ten (10%) percent of that amount as compensation to the Contractor for its overhead plus ten (10%) percent for its profit.
- (2) For that Extra Work which is performed by the Contractor as identity of interest or by an Identity of Interest Subcontractor as defined in Article 50, there shall be no additional compensation to the Contractor other than that set forth in Article 50.
- (3) For that Extra Work which is performed through one or more Subcontractors, there shall be added to the total amount of such increase a sum equal to ten (10%) percent of such increase as compensation to the Contractor for its overhead and profit upon the value of Work performed through Subcontractors.

Section C) The foregoing allowances, percentages, and elements of cost shall be the sole and only adjustments for Extra Work. No other percentages, allowances, or elements of cost, including cost of supervision or compensation of supervisory personnel, shall be allowed, and the Contractor shall have no right to compensation or damages for loss of profit, overhead, interest, cost of borrowing, cost of capital, or any other loss or cost arising out of Extra Work or Work countermanded, omitted or reduced, nor any claim nor cause of action therefor, except as in this Article expressly provided. In adjusting the Contract Price for any changes in the Work directed or ordered by the Architect, the Production Architect, the Owner, and the Agency, allowance shall be made at the time of Final Payment as defined in Article 37, for any increase or reduction in the cost of the Performance and Payment Bonds, or other security as approved by the Agency Board of Directors, and the Contract Price shall be correspondingly

increased or reduced without additional compensation to the Contractor for overhead and profit other than as set forth in Section B above. Owner shall be entitled to audit Contractor's costs with respect to change orders / Extra Work, work pursuant to the allowances listed herein, and payroll information required to be submitted pursuant to this contract.

ARTICLE 13. PAYMENT FOR EXTRA WORK

The allowance, percentages, and elements of cost set forth in Article 12 shall constitute the maximum amounts to which the Contractor shall be entitled for Extra Work, and shall be subject to audit if hereinafter provided. Partial payments to the contractor on account of such Extra Work shall be made in monthly installments as the Extra Work progresses, as approved by the Architect, the Production Architect, the Owner and the Agency, at the time and in the manner provided for in Article 7 hereof.

ARTICLE 14. MONIES RETAINED AGAINST CLAIMS

If in the judgment of either the Owner or Agency, the Work is not performed in strict accordance with the contract and if, in the judgment of the Owner with the concurrence of the Agency, such failure of the Contractor to perform in strict accordance with the contract has resulted in a construction defect which must be immediately addressed, then funds retained from the Contractor can be used to investigate the construction defect and effectuate a cure thereof.

If any claim shall be made by any person, firm or corporation (including, but not limited to, subcontractors of the Contractor on this Project) against the Contractor, Owner or Agency, then the amount of such claim or so much thereof as the Owner and the Agency may deem necessary, may be withheld from retainage as security against such claim for any money due hereunder: (1) for an alleged loss, damage or injury of the kind referred to in the General conditions of this Contract which, in the opinion of the Owner and the Agency, may not be

covered by the contingent liability, public liability or property damage insurance policy unless the insurer acknowledges coverage in writing to the Owner and the Agency, or which, together with previously filed claims, is in excess of the amount payable under such policies; or (2) for an infringement of patents or use of patented articles, tools, and like items as referred to in the General Conditions of the Contract Documents; or (3) for damage claimed to have been caused directly or indirectly by the failure of the Contractor to perform the work in strict accordance with this Contract.

ARTICLE 15: CONSTRUCTION LIENS

In the event a construction lien is filed by any claimant pursuant to N.J.S.A. 2A:44A-1 et seq. the contractor shall immediately cause any such construction lien to be discharged by either (1) paying the claimant or (2) filing a surety bond or making a deposit of funds as provided for at N.J.S.A. 2A:44A-31. If the Contractor does not cause such construction lien to be immediately discharged, the Owner shall have the right to pay all sums necessary to obtain such discharge and to charge the costs it incurs in doing so against funds due the Contractor. The Contractor shall indemnify and hold the Owner and Agency harmless from all claims, losses, demands, causes of action or suits of whatever nature arising out of any such construction lien.

ARTICLE 16. INSURANCE

As of the Effective Date, the Contractor shall have obtained and paid for all insurance required under this Contract. Until such policies of insurance have been approved by the Agency, as lender, as to financial responsibility of the company, amount, coverage, and form of policy, and receipts evidencing complete payment of premiums therefor delivered to the Owner and the Agency, neither the Contractor nor any Subcontractor shall commence Work On the Project.

One original counterpart of each policy and of each extension of the Contractor's coverage made to include Extra Work or Subcontractors required under

this Contract shall be furnished to the Owner and the Agency by the Contractor prior to commencement of Work by the Contractor or the Subcontractor. All such policies shall state that their term shall be through the date of Final Acceptance.

If at any time any policies of insurance shall be or become unsatisfactory to the Owner and the Agency as to form or substance, or if at any time the amount of insurance or the companies issuing the same are not satisfactory to the Owner and the Agency, the Contractor shall promptly secure other policies in form and amount and with companies satisfactory to the Owner and the Agency. Nothing herein contained shall be deemed to limit the risks assumed by the Contractor to those for which insurance is required, or to effect, limit, or impair the risks assumed by the Contractor under this contract in any manner whatsoever, the intent of this Contract being merely to require insurance policies covering certain of the risks assumed by the Contractor. The Contractor shall not cause any policies to be canceled or permit them to lapse prior to the issuance of the Certificate of Final Acceptance pursuant to Article 33, and all insurance policies shall include a clause to the effect that the policy shall not be canceled or changed until thirty (30) Days after the Owner and the Agency have received written notice of such intended changes or cancellations as evidenced by return receipt of registered letter.

The types and amounts of insurance which the Contractor is required to obtain and pay for are:

(1) Worker's Compensation Insurance. The Contractor and each Subcontractor shall provide adequate Worker's Compensation Insurance for all employees engaged in Work on this Project who may come within the protection of the Worker's Compensation Law, and, where practicable, Employer's General Liability Insurance for employees not so protected.

(2) Contractor's Public Liability Insurance. The Contractor shall carry Public Liability and Property Damage Insurance to protect him and its Subcontractors and naming the Owner and Agency as named insured against claims

for property damage and for personal injuries, including accidental death, in the sum of \$1,000,000/\$3,000,000 public liability and \$250,000/\$500,000 property damage.

(3) Governmental Benefits. The Contractor shall pay the taxes and contributions for Social Security, unemployment compensation, disability, and any other payments required by any governmental unit or body and shall accept exclusive liability for said contributions. The Contractor further shall indemnify and hold harmless the Owner and Agency on account of any contributions measured by the wages as aforesaid of employees of the Contractor and its Subcontractors that may be assessed against the Owner under the laws of the State of New Jersey and of the United States.

(4) The Owner will obtain on behalf of the Owner Builder's Risk Insurance for the Project which shall include the Agency as a loss payee, mortgagee and a named insured and also include the Contractor as named insured as each of their interests may appear. Such insurance shall cover goods and materials in transit or stored on or off the site which have not been installed or otherwise incorporated into the Work and shall include insurance for building contents and other personal property installed as part of the Project (e.g. refrigerators, stoves). Such insurance shall not relieve the Contractor of any of its responsibilities under the Contract, including the obligation to undertake proper safety and security measures.

ARTICLE 17. CONTRACTOR'S WARRANTIES

The Contractor represents and warrants that, at the time of the execution of this Contract:

(1) It is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Contract; that it is able to furnish the plant, tools, materials, supplies, equipment, and labor, and is experienced in and competent to perform the Work, contemplated by this

Contract and that it is qualified to do the Work herein and is authorized to do business in the State of New Jersey.

(2) It holds a license, permit, or other special license, to perform the Work contemplated by this Contract, as required by any applicable law, or employs or works under the general supervision of the holder of such license, permit, or special license.

(3) It has by careful examination satisfied itself as to:

(a) the nature, location and character of the Project including, without limitation, the surface condition of the land and all structures and obstructions thereon, both natural and man-made, and all surface water conditions of the Project and the surrounding area; It is agreed that during Contractor's performance of site work it will remove from the site uncovered construction debris, if necessary. The removal of uncovered structures shall be Extra Work. The removal of hazardous material and contaminated soil is subject to a \$20,000.00 allowance as set forth in Article 2 above.

(b) the nature, location and character of the general area in which the Project is located including, without limitations, its climatic conditions, available labor supply and labor cost and available equipment supply and equipment cost;

(c) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete this Contract in the manner required by the Contract Documents; and

(d) all other matters or things which, in the reasonable judgment of the Contractor, could in any manner affect its performance of this Contract.

ARTICLE 18. SUBCONTRACTS

The Contractor shall submit simultaneously to the Architect, the Production Architect, the Owner and the Agency for approval the names of all Subcontractors to whom it anticipates to sublet any part of the Work, together

with such information that the Agency may require as to the qualifications, background and ability of each proposed Subcontractor to perform the Work satisfactorily and shall submit an affidavit from each Subcontractor in a form acceptable to the Agency that the information provided is accurate. If it is determined that any of the information provided is inaccurate, the subcontract in question may be terminated immediately without regard to prior approvals and no further payments shall be made to said Subcontractor. The Contractor shall not award any Work to any Subcontractor without the approval of the Architect, the Production Architect, Owner and the Agency. However, if the Architect, the Production Architect, Owner or Agency have not disapproved the Subcontractor or if they have not otherwise expressly notified the Contractor of their withholding approval within fourteen (14) Days of the complete submission relating to a Subcontractor, then that Subcontractor shall be considered approved.

The Contractor shall be as fully responsible to the Owner and Agency for the acts and omissions of its Subcontractors and all persons either directly or indirectly employed by such Subcontractors, as it is fully responsible for the acts and omissions of persons directly employed by it.

The Contractor shall submit to the Agency a copy of each contract it has made with Subcontractors prior to any request for payment with regard to Work thereunder.

The Contractor shall cause and require provisions to be included in all subcontracts for any part of the Work herein, binding the Subcontractors to comply with the terms of the Contract Documents insofar as applicable to the Work of such Subcontractors, particularly with regard to payment of prevailing wages as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a to 276a-5) or as required by D.I.S.A. 55:14K-42 and specified in the General Conditions to the Contract.

The Contractor shall also submit an affidavit setting forth the ownership or management interest, if any, that it or any of its owners, managers,

directors, partners or major shareholders (10% or greater interest) has in any proposed Subcontractor.

The Contractor shall also cause and require to be included in all subcontracts the following provisions:

- (1) "In the event that the right of the Contractor to proceed with the Work under its contract with the Owner is terminated in whole or in part, and that the Owner by contract or otherwise, or the Contractor's Surety, or the Agency, replaces the Contractor and continues with the performance of that Contract, then the Subcontractor, if required by the Owner and the Agency, agrees to complete the Work under this subcontract then remaining unfinished in accordance with the terms and conditions of this subcontract, and continue to remain bound thereby and accept in place and stead of the Contractor, the Owner, another Contractor engaged by the Owner, the Surety, or the Agency, as if they, or any of them, were originally parties to the subcontract."
- (2) "Representatives of the Owner and the Agency shall have full and free access, during working hours, to all books of account and records of the Subcontractor and the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements."
- (3) "Subcontractor hereby agrees to provide to the Owner and Agency any information which they may request regarding the operations, organization or financing of the Subcontractor. The Subcontractor also agrees that it will provide upon request affidavits that it has complied with all Agency policies and procedures governing construction contracts, including prohibitions against making any kickback, rebate or other payments in return for, or as an inducement to, the award of such contract."
- (4) "Subcontractor hereby acknowledges that it is not a third party beneficiary of this Contract or of any loan agreement between the Owner and Agency."

ARTICLE 19. OWNER'S REPRESENTATIVE

The Owner shall designate in writing one or more of its officers as the Owner's Representative with full authority to execute any and all instruments requiring its signature and to act in behalf of the Owner with respect to all matters arising out of this Contract. Such Owner's Representative shall have access to the Project premises at all times.

ARTICLE 20. PROJECT REPRESENTATIVE

The Agency as Lender may designate a Project Representative to maintain contact with the Contractor at the site and observe the Work in progress. The Contractor agrees that said Project Representative and all other duly authorized representatives of the Agency shall have access to the Project premises at all times. The parties hereto understand and agree that said Project Representative is employed solely for the purpose of safeguarding the interests of the Agency in its role as Lender. In its role as Lender, the Agency has a right but not a duty to observe construction activities. Any recommendation or directive from the Project Representative is subject to final approval by the Director unless expressly delegated in writing to the Project Representative by the Director.

ARTICLE 21. ASSIGNMENT OF CONTRACT OR SUBCONTRACTS

The Contractor agrees not to assign this Contract or agree to the assignment of any subcontracts or any amount payable hereunder or thereunder, or delegate its responsibilities without the prior written consent of the Owner and the Agency. No consent to any assignment or transfer of this Contract or any subcontract shall under any circumstances operate to relieve the Contractor of any of its obligations under this Contract; and for all purposes hereunder, all assignees, subcontractors, and other transferees shall be deemed to be agents of the Contractor.

The Contractor hereby agrees that the Owner may assign this Contract or any rights arising hereunder, including any guarantees or warranties of workmanship or material.

ARTICLE 22. CESSATION OF WORK

The Contractor, upon receipt of written notice from the Agency that the Owner has failed to perform its obligations under any agreements with the Agency and of the election by the Agency not to proceed with the Work, shall immediately cease performance of this Contract and all its obligations

thereunder, and this Contract shall terminate upon receipt by the Contractor of said notice. In such event, provided the Contractor is not in default under this Contract, the Contractor may within fifteen (15) Days after receipt of such notice, submit directly to the 'Agency an application for advances to pay claims for Work done and materials furnished or irrevocably ordered, including all retainage being held, up to the time the written notice was received by the Contractor and the Contractor shall be entitled to receive such amount as may be approved by the Agency to be paid to the Contractor as and for the value of such Work and materials, including all retainage. All payments received by the Contractor under the provisions of this Article shall constitute a full release and discharge of any and all claims or damages of the Contractor and the Contractor shall have no further rights against the Owner or the Agency.

ARTICLE 23. RIGHT OF OWNER OR AGENCY TO DO WORK WITHOUT TERMINATING CONTRACT

Notwithstanding the provisions of any other Article of this Contract or any other provision in the Contract Documents, if, in the opinion of the Owner, Architect and Production Architect, with the approval of the Agency, the Contractor neglects to prosecute the Work properly or to perform any provision of the Contract, or does or omits to do anything whereby safety or proper construction may be endangered or whereby damage or injury may result to person or property or if the Work has not been performed in strict accordance with the Contract Documents, the Owner with the express prior written approval of the Agency, or the Agency may, after three (3) Days written notice, to the Contractor, or to the Owner and Contractor in case of notice by the Agency, and Contractor shall fail during said three-day period to cure or commence to cure the default specified, without prejudice to any other remedy that the Owner or the Agency may have, make good all Work, material, omissions, or deficiencies, and may deduct the cost and damages thereof from the payment then due or which may thereafter become due the Contractor. It is understood and agreed that any such deduction shall constitute a reduction in the Contract Price. The

Contractor's rights, if any, to said funds are subordinated to the Mortgage lien of the Agency. If said Work is performed by the Owner, the amount of such reduction shall be mutually agreed by Owner Architect and Production Architect, with the approval of the Agency and absent agreement shall be determined as provided in Article 12. The opinion or decision of the Agency in all instances that may arise in the manner aforesaid and the approval of the Agency of the expense incurred by the Owner or by the Agency as a result of action undertaken pursuant to this Article shall be final and conclusive upon the Contractor. No action taken by the Owner or the Agency hereunder shall affect any of the rights or remedies of the Owner or of the Agency under this Contract or under law or shall relieve the Contractor from any consequences or liabilities arising from such acts or omissions.

The Contractor agrees to perform the remainder of the Work in conformity with the terms of the Contract and in such manner as in no way to hinder or interfere with the persons or workers employed by the Owner by contract or otherwise to do any part of the Work or to complete the same under the provisions of this Article.

ARTICLE 24. RIGHT OF OWNER TO TAKE OVER WORK

Inasmuch as the Work is in furtherance of an improvement, the prompt completion of which is a matter of public importance, if the Contractor should be adjudged a bankrupt or make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should fail to begin the Work to be done under the Contract on the date specified herein, or if the Work shall be abandoned by the Contractor, or if the Contract shall be assigned or the Work sublet by the Contractor otherwise than as permitted by the Contract, or if, in the judgment of the Owner Architect and Production Architect, as approved by the Agency, the Contractor has unnecessarily or unreasonably delayed the Work or any part thereof, or has persistently or repeatedly refused or failed to supply enough

skilled workers or proper materials, or has failed to make prompt payment to Subcontractors, materialmen, or other creditors, or has persistently disregarded instructions of the Owner, the Architect, the Production Architect or the Agency, or has failed to observe or perform the provisions of any term whatsoever of the Contract Documents, or has otherwise been guilty of a substantial violation of any provision of the Contract Documents, the Owner upon the express prior written consent of the Agency, after three (3) Days prior written notice to the Contractor and the Surety, without prejudice to any other right or remedy of the Owner in the premises, may terminate the Contractor's right to proceed with the Work, provided that during the said three-day period Contractor shall fail to commence to cure the default specified in the notice. Thereupon, the Contractor shall not begin or shall discontinue or not resume the Work or such part thereof as the Owner and Agency may designate. In such event, the Owner may take over the Work and prosecute the same to completion as agent for and at the expense of the Contractor, either directly or through other contractors, with or without public advertisements, or by calling upon the Surety or Sureties to complete the Contract as provided for in the Performance Bond or other security under Article 29, and the Contractor and its Surety shall be liable to the Owner and the Agency for any loss, including costs of supervision, construction or management, damage, or detriment to the Owner and Agency thereby. The Contractor shall not be entitled to receive any further payment until the Project is completed.

The Owner, upon the prior written approval of the Agency, may adopt and enforce any subcontracts which may have been let for any part of the Work or enter into any additional subcontracts as may be necessary.

The Owner may take immediate possession of and utilize in completing the Work all materials, appliances, equipment, and plant included in or provided for the purpose of the Work, and the Contractor shall not remove or permit the removal of any of the same from the site of the Project without the written permission of the Owner and the Agency.

In the event the Owner undertakes to have the Work or any part thereof performed under this Article, the determination by the Architect, the Production Architect and Agency as to the amount of Work done, its costs and the excess cost and excess time, if any, of completing the Work, and the amount of damages suffered, shall be binding and conclusive upon the Contractor, its sureties, and any assignees and successors in interest.

No exercise by the Owner or its right to take over the Work, in whole or in part, shall operate as waiver of any other of its rights or to stop, hinder, bar, or prevent it from exercising such other rights. The right of the Owner to act under the foregoing provisions is without prejudice to its rights and without waiver of the liabilities and obligations of the Contractor arising out of or in connection with the Work as to which the Contract was not terminated. Nor shall the foregoing provisions impair the right of the Owner to specific performance, an injunction to any other appropriate equitable remedy, or the right to money damages, and in the collection thereof, the right to proceed against the Contractor's Surety upon the Payment and Performance Bonds or other security under Article 29.

ARTICLE 25. RIGHT OF AGENCY TO TAKE OVER WORK

The Agency shall have the right, but shall not be obligated, to complete the Project on the same terms and under the same conditions as set forth in the Article 24 as if it were the Owner if the Agency deems such action to be necessary to protect the financial security of either the Project or the Agency and/or the health, safety and welfare of the Project's prospective occupants.

ARTICLE 26. SUSPENSION OF WORK

If at any time it shall be impracticable or contrary to the interests of the Owner or Agency, in the judgment of the Owner and Agency, to proceed with or continue the performance of the Work or any part thereof, whether or not for reasons for which either of the Parties is responsible, the Owner and Agency may

order the Contractor to suspend performance for a reasonable length of time until such time as the Owner and Agency may deem it practicable to proceed.

ARTICLE 27. RIGHTS AND REMEDIES OF CONTRACTOR

Inasmuch as the Contractor agrees that it can be adequately compensated by money damages for any breach of the Contract which may be committed by the Owner, the Contractor expressly agrees that no default, act, or omission of the Owner, except non-payment of the amount approved by the Agency, shall constitute a material breach of the Contract entitling it to cancel, or rescind the Contract or to suspend or abandon performance of the Work of the Contract. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled because of any wrongful act or omission of the Owner or Agency, saving only its right to money damages against the Owner to be determined as provided in the Contract. The Contractor may request an extension of time to complete the Work from the Agency if the Owner's wrongful act has delayed the project.

ARTICLE 28. NO DAMAGES FOR DELAY

If the Contractor is delayed at any time during the completion of the Project by any means beyond its Contract responsibility or control, and if said delay affects Project Completion beyond the time set forth herein and could not be reasonably anticipated by the Parties taking into particular account the scope of the Work set forth in Article 2 and the warranties of the Contractor set forth in Article 17, then the Contract time may be extended upon written approval of the Owner and the Agency. However, neither the Owner nor the Agency shall be liable or responsible or answerable in any way for damages caused by delay and no compensation shall be paid to the Contractor because of any suspension of the Work or disruption in performance or loss of productivity.

Extensions of time, which may be granted as hereinafter provided, shall be in lieu of any claims against the Owner or Agency for any damages to the

Contractor because of any delay. However, no extensions of time will be granted for Work commenced prior to the date of the Notice to Proceed. As a condition precedent to granting of an extension of time, the Contractor shall give the Owner, Architect, the Production Architect and Agency written notice within fifteen (15) Days after the first Day of a delay, and shall include in such notice the causes of delay and a request for an extension of time for such delay providing an estimate of the probable effect of such delay on the progress of the Work. In the event the Contractor fails to give the written notice within fifteen (15) Days or fails to submit additional documentation within fifteen (15) Days from the date of being notified of the need for additional documentation, then the Contractor shall not be entitled to any extension of the time fixed in the Contract for the completion of the Work and shall not be entitled to any benefits of the provisions of this Article.

If the Contractor has provided the Owner, Architect, Production Architect and Agency with the required notice requesting an extension of time and all reasonably necessary supporting documentation, the Owner, Architect, Production Architect and Agency shall then ascertain the facts and extent of delay and shall extend the time for completing the Work if, in their mutual agreement and judgment, the facts and circumstances justify such an extension or the length of time requested, the determination of the Agency acting as quasi arbitrator shall be conclusive and binding upon the Contractor and Owner.

Delays as referred to in this Article shall mean any disruption in the progress of the Work, including but not limited to, any act or neglect of the Owner, the Architect, the Production Architect or the Agency, or by any separate contractor employed by the Owner, Or due to changes ordered in the Work, or by labor disputes, or unavailability of adequate manpower, fire, unusual, adverse and abnormal weather conditions or by any other cause.

ARTICLE 29. ASSURANCE OF COMPLETION -- PAYMENT AND PERFORMANCE BONDS

The Contractor agrees to furnish to the Owner and the Agency assurance of completion in the form of an executed bond in an amount equal to 100% of the Contract Price (plus the fee paid to the Contractor from the Owner's Development Fee, if the Owner is a for-profit Sponsor) to secure the faithful performance of this Contract, or other security acceptable to the Agency Board of Directors, as security for the payment of all persons performing labor or furnishing materials in connection with this Contract (collectively, the Payment and Performance Bonds) prepared on forms of bonds satisfactory to the Agency and having as Surety thereunder such surety company or surety companies as are approved by the Agency and are authorized to do business and underwrite such Payment and Performance Bonds in the State of New Jersey. The Surety must agree in writing to the provisions of this Contract, including Article 8 and 42, insofar as they relate to the obligations of the Surety in connection with this Contract.

The Owner and the Agency will require such Payment and Performance Bonds in the form prescribed in N.J.S.A. 2A: 44-147 attached as Exhibit D from the Contractor prior to the time of the execution of this Contract and during its performance thereof, and the fulfillment of this requirement shall be a condition precedent to the Contractor's right to execute the Contract and to enter into the performance of the Work hereunder and to continue performance of the Work hereunder.

The premium on such Payment and Performance Bonds shall be paid by the Contractor. No further payment on the Contract shall be deemed due or shall be made unless and until satisfactory Payment and Performance Bonds are in the possession of the Owner and Agency.

The Performance Bond required hereunder shall be deemed to include, cover, and secure the performance of all the Contractor's obligations and guarantees contained in the Contract and shall remain in effect for as long as permitted by the applicable statute of limitation. The Surety's obligation with regard to the Contractor's guarantee or guarantees shall in every respect be as

complete as it is with regard to all the other requirements of the Contract or the Work thereunder.

The Contractor is responsible for ensuring that no exercise of the Owner or Agency of any of their rights under the Contract, or at law, shall relieve the Surety of any of its obligations under the Payment and Performance Bonds.

The Contractor agrees to replace said Surety in the event the Surety becomes insolvent or unauthorized to do business in the State of New Jersey.

ARTICLE 30. CERTIFICATES OF OCCUPANCY

At the completion of the Project or rehabilitation or construction of any building, or portion thereof, the Contractor shall obtain on behalf of the Owner all required approvals and Certificate(s) necessary for Occupancy and shall deliver same to the Owner and Agency, when issued. The Owner shall pay for all permits, certificates and approvals. Upon the issuance of any Certificate of Occupancy, temporary or final, for the building or portion thereof and whether or not the Certificate of Final Acceptance, as provided in Article 33 of this Contract has been issued, the Owner or Agency shall have the right but shall not be obligated to occupy and to tenant the building, or portion thereof, provided that the Owner has secured general liability insurance with regard to, and agrees to maintain the building or such portion thereof. Whether or not the building or any portion thereof is occupied, the Contractor is required to maintain its liability coverage. The occupation or non-occupation shall in no way serve to diminish or modify any of the provisions of the Contract.

ARTICLE 31. FINAL INSPECTION PROCESS

Upon the completion of the Project improvements, including all landscape requirements except as noted below, the Contractor shall notify the Owner, Agency Architect and Production Architect, in writing that it is ready to commence the process of Final Inspection. Work under this Contract shall not be

considered complete for purpose of Final Inspection unless and until all portions of the Work requiring inspection by municipal or other governmental entities having jurisdiction have been duly inspected and approved by such authorities and by the applicable Board of Fire Underwriters and all requisite Certificates of Occupancy and other approvals have been duly issued.

If the landscape improvements required under the Contract cannot be completed because of seasonal conditions, the Contractor may stipulate that the Owner and Agency may retain from the final payment hereunder such amounts as the Owner and Agency may deem necessary to protect the interests of the Owner and the Agency in respect to the satisfactory completion of such landscape improvements.

In this event, the amount retained shall be held in escrow by the Agency, without interest, until the completion of the landscape improvements required under this Contract in a manner satisfactory to the Owner the Architect and Production Architect, with the concurrence of the Agency. Until such completion, the Contractor shall retain full responsibility for the maintenance of the landscaping. Upon completion of the landscape improvements and the furnishing by the Contractor of such further instruments and assurances as the Owner, Architect and Production Architect with the concurrence of the Agency may require, the Agency shall pay over the amount so held in escrow to the Contractor.

Final Inspection of the Work by the Architect and Production Architect shall be commenced within eight (8) Days after receipt of the Contractor's written request therefor. When the Architect and Production Architect determine that the Work is substantially complete, they shall so advise the Agency and the Agency shall make an observation of the Work. If inspection reveals items of Work still to be performed, the Architect and Production Architect with the concurrence of the Owner and the Agency shall provide written notice in the form of the Punch List to the Contractor specifying the items of Work remaining and any defects which are then known to it. Said notice and any subsequent notices following reinspection shall be given to the Contractor no more than eight (8) Days after the date of such inspection or reinspection. The

omission of any item or items from such notices shall not be deemed to relieve the Contractor from performing its obligations with regard to such items or items as required by the Contract. Upon receipt of any notice specifying items of Work remaining or any defects then known to it, the Contractor shall immediately perform or correct the indicated items and upon completion of all such items, request a reinspection of the Work.

In the event the Contractor shall neglect, refuse or otherwise fail to fully complete or resolve, in a manner satisfactory to the Owner and Agency, the remaining items and known deficiencies set forth in all said notices excepting landscape improvements if so excluded pursuant to the provisions of this Article, the Contractor agrees to pay, not as a penalty but as liquidated damages, the amounts set forth in Article 4 of this Contract.

ARTICLE 32. DATES OF COMPLETION

Section A) If during the process of Final Inspection as set forth in Article 31, the Architect and Production Architect with the concurrence of the Agency and Owner finds that the Work has not been entirely completed, but is sufficiently complete to allow the Project or a portion thereof to be fully utilized by the Owner for the purposes intended, and if the Owner and Agency have received satisfactory guarantees from the Contractor that the Contractor will complete the remaining items promptly and in a manner satisfactory to the Owner and the Agency, then the Architect and Production Architect with the concurrence of the Owner and Agency may fix a Date of Substantial Completion for the Work or portion thereof and shall within (12) Days after that date issue a Certificate of Substantial Completion for the Work or portion thereof.

Section B) If upon completion of Final Inspection the Architect and Production Architect with the concurrence of the Agency and Owner finds that no further work, other than landscape improvements as noted in Article 31, remains to be done at the Job Site, then the date of completion of Final Inspection shall be recognized as the Date of Actual Completion for the Work.

Section C) If a Certificate of Substantial Completion for only a part of the Work is issued under Section A alone, then an Average Date of Substantial Completion shall be determined as a weighted average completion date. This date shall be computed by multiplying the number of units substantially completed (as determined by the Architect and the Production Architect with the concurrence of the Owner and Agency) by the number of days each was substantially complete prior to or later than the completion date specified in Article 4 as adjusted, then dividing the algebraic sum of these products by the total number of dwelling units in the Project and adding or subtracting the resulting quotient from the completion date specified in Article 4 as adjusted. Nothing in this Article shall be construed, however, to indicate any obligation of the Architect, the Production Architect, Owner or Agency to accept any unit or any other portion of the Work until the Work contained within this Contract is fully complete and satisfactory to the Architect, Production Architect, Owner and the Agency.

ARTICLE 33. CERTIFICATE OF FINAL ACCEPTANCE

After all outstanding items of Work have been satisfactorily completed pursuant to Article 32, the Owner, Architect, Production Architect and Agency shall execute a Certificate of Final Acceptance which shall signify Final Acceptance of the Work by the Owner, Architect, Production Architect and Agency and the date of such Final Acceptance.

ARTICLE 34. AUDIT AND DETERMINATION OF TOTAL COST

[Intentionally Deleted]

ARTICLE 35. SAVINGS

[INTENTIONALLY DELETED]

ARTICLE 36. CONDITIONS PRECEDENT TO FINAL PAYMENT

The Contractor shall, as conditions precedent to Final Payment as defined in Article 37, furnish to the Owner, Architect, the Production Architect and the Agency the following:

(1) A detailed, sworn statement of all liens, claims, and demands, just and unjust, of subcontractors, materialmen, laborers, other employees and third persons then outstanding or which it has reason to believe may thereafter be made on account of or in any way connected with or arising out of this Contract or the Work or performance thereof, setting forth with respect to each such claim, the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item, and if the alleged claim be one from any employee or third person, the details of each claim, setting forth the nature of such claim, the manner in which such claim arose, the date or dates when the incident or incidents which form the basis of such claim occurred and the amount of each such claim.

(2) A bond satisfactory to the Owner and the Agency indemnifying the Owner and its successors and assigns against all claims as set forth in the aforementioned statement, or in lieu thereof, the written consent of the existing Surety or Sureties to have the Payment Bond modified so as to cover such claims and the written consent of its Surety to such payment.

(3) A general release to the Owner and Agency of all claims of the Contractor against the Owner and Agency and of all liability of the Owner and Agency to the Contractor for all things done or furnished in connection with the Work and for every act and neglect of the Owner and Agency and others relating to or arising out of the Work.

(4) Any other documents required pursuant to this Contract including, but not limited to, those set forth below:

- a. Final Certificates of Occupancy, and final inspection approvals by authorities having jurisdiction (temporary and final).
- b. A final summary of all change order claims.

- c. A copy of the General Contractor's guarantee in accordance with the General Conditions, and a copy of the Subcontractors' guarantees.
- e. Five (5) copies of all maintenance manuals and operating instructions in accordance with the General Conditions.
- f. As-built drawings in accordance with the General Conditions.
- g. A copy of the final survey in accordance with the General Conditions.
- h. A copy of all permit approvals, including but not limited to, electrical certificates, plumbing approval, elevator, Fire Department, NJ Department of Environmental Protection, fuel burning equipment permit.
- i. A copy of the Certificate of Final Acceptance issued by the Architect or Production Architect.

ARTICLE 37. FINAL PAYMENT

Within thirty (30) Days after the requirements of Article 36, above, are complete, the Owner, subject to the provisions of this Contract, shall pay to the Contractor the amount due under the Contract, less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments, including those relating to Extra Work, shall be subject to correction in this payment, which is throughout this Contract called the "Final Payment."

The acceptance by the Contractor of the Final Payment or any part thereof shall be and shall operate as a release of the Owner and the Agency from all claims and all liability to the Contractor for all things done or furnished in connection with the Work and for every act, omission, and neglect of the Owner, the Agency and others relating to or arising out of the Work. No payment under this Contract shall operate to release the Contractor or its Surety or Sureties from any obligations under this Contract or any bond. If any lien or claim arises or remains unsatisfied after all payments have been made, the Contractor shall refund to the Owner all monies that the Owner must pay for the

purpose of discharging or contesting any liens or claims, including all reasonable fees, cost and expenses.

ARTICLE 38. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the Certificate of Final Acceptance nor the Final Payment nor any provision in this Contract nor partial or entire use and occupancy of the Project premises nor assumption by the Owner or Agency of the Work or any part thereof shall be construed as an acknowledgment by the Owner, Architect, Production Architect or the Agency that the Work has been done in accordance with the terms of this Contract or relieve the Contractor of liability or responsibility for faulty materials or workmanship, or any breach of this Contract, or be deemed a waiver thereof, and unless other provisions have been made therefor, the Contractor or the Surety or Sureties shall remedy any defects of materials or workmanship and be liable and pay to the Agency for the benefit of the Owner, for any damage resulting therefrom within thirty (30) Days after demand. Contractor's responsibility hereunder shall continue as a warranty for a period of one (1) year from the Date of Substantial Completion of the last unit except for guarantees required by the Contract or Contract Documents extending beyond one year and except for any latent defects. Commencement date of all warranties shall be the Date of Substantial Completion of the last unit as defined in Article 32. Nothing contained herein shall be construed as establishing a period of limitation with respect to any obligation which the Contractor might have under this Article or elsewhere in the Contract Documents.

ARTICLE 39. NO INTEREST TO BE PAID

The Contractor agrees that no interest shall be due and payable from the Agency on any sums retained, deducted or withheld from the partial payments or the Final Payment, or for failure to make any partial payments or the Final Payment on the date when any such payments may be due; nor shall the Contractor entitled to keep any interest on monies overpaid or erroneously retained by it.

ARTICLE 40. LIMITATION OF ACTION OR SPECIAL PROCEEDING

Notwithstanding any other provision of this Contract, no action shall lie or be maintained by the Contractor, its assignees, successors in interest or anyone claiming under it against the Agency upon any claim arising out of or based upon the Contract, or by reasons of any act, omission or requirement of the Owner or Agency or Architect, Production Architect, Construction Consultant or its officers, employees or agents. In the event the Contractor asserts a contractual claim against the Agency, notwithstanding the express provisions herein that the Agency is not a party to this Contract, the Contractor agrees to comply with the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and the Contractor agrees that the Agency shall be entitled to all rights set forth therein.

ARTICLE 41. NO ESTOPPEL OR WAIVER

The Owner or the Agency shall not be precluded or estopped by any acceptance, certificate, or payment, final or otherwise, made or given by either of them, or by any officer, agent or employee of either of them, from recovering from the Contractor any damages they may sustain or may have sustained by reason of any failure by the Contractor to comply strictly with the Contract, and any monies with interest which may have been paid to the Contractor or for the Contractor's account in excess of those to which the Contractor is or was lawfully entitled, or which may have become excess by reason of the cancellation, reduction, or remission to the Contractor of any debts, taxes, charges, or liens, the payment of which was one of the elements on which the Owner's and Agency's payments were made or one of the purposes for which the Owner's and Agency's payments or part thereof was to be used.

Neither the acceptance of the Work or any part thereof, nor any payment therefor, nor any order or certificate of the Owner or its Architect or Production Architect, or of any other officer, agent or employee of the Owner,

nor any extension of time, nor any possession taken by the Owner, nor any permission or direction to continue with the performance of Work, either before or after the time fixed for completion, nor any performance by the Owner of any of the Contractor's duties or obligations, nor any aid lent to the Contractor by the Owner in its performance of such duties or obligations, nor any other thing done or permitted to be done by the Owner, its Architect or Production Architect, its members, officers, agents or employees, shall be deemed to be a waiver of any provision of the Contract or of any right or remedies to which the Owner may be entitled because of any breach thereof, excepting only the duly authorized resolution of the Agency, providing expressly for such waiver. No cancellation, rescission, or annulment hereof, in whole or as to any part of the Work, because of any breach of the Contract, shall be deemed a waiver of any money damages to which the Owner may be entitled because of such breach. Moreover, no waiver by the Owner of any breach of the Contract shall be deemed to be a waiver of any other or subsequent breach.

ARTICLE 42. MODIFICATION OF CONTRACT

No modification of, or change in, the Contract shall be valid or enforceable unless it is in writing and signed by the Owner and Contractor and approved by the Agency.

ARTICLE 43. COMMUNICATIONS

All notices, demands, requests, instructions, approvals, claims and orders between the Owner, the Architect, the Production Architect, the Agency, and the Contractor must be in writing.

Any notice or demand upon the Contractor shall be sufficiently given: (1) if delivered or transmitted electronically to the office of the Contractor specified in this Contract (or at such other office as the Contractor may from time to time designate to the Owner and the Agency in writing); or (2) deposited in a sealed postpaid wrapper in any post office box regularly maintained for the

transmission of mail by the United States Government; or (3) delivered to any telegraph company for transmission, in each case addressed to the office of Contractor; or (4) if delivered to the representative of the Contractor designated as job superintendent. Nothing herein contained shall be deemed to preclude or render inoperative service of any notice, letter, or other communication upon the Contractor personally or by telephone facsimile.

All papers required to be delivered to the Owner shall be delivered to the Owner at its principal office set forth in this Contract and any notice to and demand upon the Owner shall be sufficiently given: (1) if delivered to said office of the Owner, or transmitted to the Owner; or (2) deposited in a sealed postpaid wrapper in a post office box regularly maintained for the transmission of mail by the United States Government; or (3) delivered to any telegraph company for transmission. A duplicate of such notice shall similarly be delivered to the Architect at 518 Main Street, P.O. Box 245, Boonton, NJ 07005 _____, the Production Architect at 100 Barrack Street, Trenton NJ 08608, and to the Director of Technical Services, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08611 for and on behalf of the Agency.

ARTICLE 44. INTENT OF CONTRACT DOCUMENTS

The provisions and component parts of the Contract are complementary and what is called for by any one shall be as binding as if called for by all. In the event that any provision of the Contract Documents or component part thereof conflicts with any other part of the Contract or component thereof, the Architect or Production Architect shall determine which shall prevail or as to what is the correct interpretation of such provisions or component parts.

Amendments and addenda, if any, to the Contract, are for the purpose of varying, modifying, rescinding, or adding to the portions of the Contract to which they pertain. The amendments and addenda should be read together with the portions of the Contract to which they pertain. In the event of any

inconsistency or conflict between any Contract or any portion of the Contract and any amendment or addendum, the amendment or addendum shall prevail. Where an amendment or addendum modifies a portion of a paragraph or a section, the remainder of the paragraph or section shall remain in force unless otherwise stated in the amendment or addendum.

The order in which the Contract is arranged, the grouping of subdivisions and paragraphs into articles, the order, sequence, and juxtaposition in which paragraphs, subdivisions, and articles are arranged, and the particular provision or component part of the Contract into which any paragraph, subdivision, or article is placed, are all solely to facilitate reference to the various portions of the Contract and to facilitate convenience and ease in the use of the Contract, and they in no way affect or limit upon the interpretation of the Contract.

ARTICLE 45. OTHER RIGHTS OR REMEDIES OF THE OWNER AND AGENCY

The enumeration of specific rights and remedies of the Owner and/or Agency shall not be construed to deny the existence of or to affect, impair or diminish any rights or remedies at law or in equity not inconsistent therewith.

ARTICLE 46. PROVISIONS OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either Party, with the concurrence of the Agency, the Contract forthwith shall be physically amended to make such insertion.

ARTICLE 47. INVALID CLAUSES

Notwithstanding the provisions of Article 42, if any provision of the Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then if it shall not appear to have been so material that without it the Contract would not have been made by the parties it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

ARTICLE 48. AGENCY AS QUASI-ARBITRATOR

Notwithstanding the provisions of Article 44, wherever, pursuant to the Contract or Agency Law, the Agency declares its judgment, discretion or opinion to be determinative of any matter, and such determination is not accepted by any party, the reasonableness of the decision of the Agency shall be determined by law, except the Agency's Audit and Cost Determination which shall be final. Whenever the documents provide for the approval of the Owner, Architect, the Production Architect or Agency, it shall not be unreasonably withheld.

ARTICLE 49. OBLIGATIONS OF THE PARTIES

The parties agree to perform with all obligations of law.

ARTICLE 50. IDENTITY OF INTEREST

[INTENTIONALLY DELETED]

ARTICLE 51. MODIFICATION OF TAX COVENANTS

To the extent any amendments, modifications or changes to the Internal Revenue Code of 1986, as amended (and all regulations promulgated pursuant thereto) shall, in the written opinion of the Agency's qualified bond counsel filed with the Agency, impose requirements upon the ownership, occupancy or operation of the Project herein, the Parties agree that this Contract shall be amended and modified in accordance with such requirements. The Parties hereto agree to execute, deliver, and record, if applicable, any and all documents or instruments necessary in the opinion of and in the form approved by the Agency's qualified bond counsel to effectuate the intent of this Article.

ARTICLE 52. FILING

[INTENTIONALLY DELETED]

ARTICLE 53. NON-DISCRIMINATION

Pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-4 et seq., the Contractor shall not discriminate against any person because of race, creed, color, national origin, ancestry, age, handicap, marital status, affectional or sexual orientation, or sex.

ARTICLE 54. FINANCING CONTINGENCY

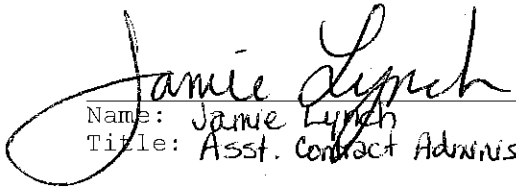
The foregoing provisions notwithstanding, the Contractor agrees that performance of this Contract by the parties is contingent upon the closing of all mortgage loans, grants and other sources of financing required by the Owner to fund development of the Project. The Contractor further agrees that the failure of the Owner to secure financing for the Project will cause this Contract to terminate and the Contractor will have no claim in contract or tort for damages, including but not limited to, expectation damages.

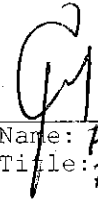
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused this instrument to be signed by their duly authorized officers and their corporate seals to be hereunto affixed, the day and year first above written.


OWNER

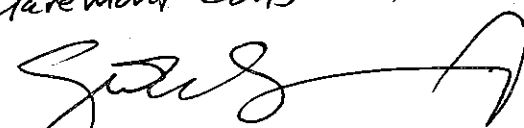
ATTEST:


Name: Jamie Lynch
Title: Asst. Contract Administrator

By: 
Name: PHILIP W. GIBBS
Title: PRESIDENT, HAMMILL BUILDERS, INC.

ATTEST:


Name: Margaretten Hellyer
Title: Secretary

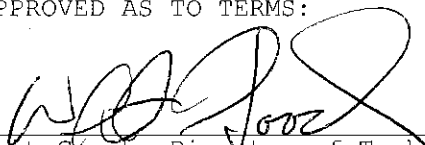
CONTRACTOR
Claremont Construction Group, Inc
By: 
Name: Stephen R. Sciarretta
Title: N.P.

APPROVED this ____ day of _____, 20__.

APPROVED AS TO FORM:

Deputy Attorney General of New Jersey

APPROVED AS TO TERMS:


Whit Gooch, Director of Technical
Services Division, New Jersey Housing
and Mortgage Finance Agency

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused this instrument to be signed by their duly authorized officers and their corporate seals to be hereunto affixed, the day and year first above written.

OWNER

ATTEST:

Name: _____ By: _____
Title: _____ Name: _____
Title: _____

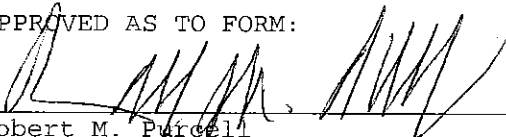
CONTRACTOR

ATTEST:

Name: _____ By: _____
Title: _____ Name: _____
Title: _____

APPROVED this 18th day of January, 2010.

APPROVED AS TO FORM:



Robert M. Purcell
Deputy Attorney General of New Jersey

APPROVED AS TO TERMS:

Whit Gooch, Director of Technical
Services Division, New Jersey Housing
and Mortgage Finance Agency

SCHEDULE A INDEX OF SPECIFICATIONS

Schedule A

Specifications For

WHITLOCK MILLS

160 Lafayette Street
Jersey City, New Jersey



Prepared for the Owner
Whitlock Mills, L.P.

68-51 Oak Hall Lane
Columbia, Md. 21045
410-381-3309

and for the Developer:
**Housing Trust of
America, L.L.C.**
68-51 Oak Hall Lane
Columbia, Md. 21045
410-381-3309

Prepared by:

John Saracco, Architect L.L.C.
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973-299-4428

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732-247-5208

Denis Nicolaysen, P.E.
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Franklin Lakes, N.J. 07417
201-405-0355

Nacamuli Associates
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Elizabeth, N.J. 07201
908-289-3866

M.E.H. Consulting Engineers, Inc.
14 Halsted Street
Verona, N.J. 07044
973-239-6349

Book 1 of 2

May 17, 2004

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09260 - GYPSUM BOARD ASSEMBLIES

09300 - TILE

09511 - SUSPENDED ACOUSTICAL CEILINGS

09622 - RUBBER RECREATIONAL AND ATHLETIC FLOORING

09650 - RESILIENT FLOORING

09680 - CARPET

09900 - PAINTS AND COATINGS

DIVISION 10 -- SPECIALTIES

10160 - METAL TOILET COMPARTMENTS

10210 - WALL LOUVERS

10440 - INTERIOR SIGNAGE

10523 - FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES

10552 - MAIL BOXES

10671 - SHELVING AND CLOSET HARDWARE

10800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

DIVISION 11 -- EQUIPMENT

11172 - WASTE COMPACTORS

11450 - RESIDENTIAL EQUIPMENT

DIVISION 12 -- FURNISHINGS

12355 - RESIDENTIAL CASEWORK

12492 - HORIZONTAL LOUVER BLINDS

DIVISION 13 -- SPECIAL CONSTRUCTION

13284 - REMOVAL AND DISPOSAL OF U.S. FEDERAL TOXIC SUBSTANCES

DIVISION 14 -- CONVEYING SYSTEMS

14201 - PASSENGER ELEVATORS

14271 - CUSTOM ELEVATOR CABS AND HOISTWAY DOORS

14281 - ELEVATOR EQUIPMENT

14560 - CHUTES

DIVISION 15 -- MECHANICAL

DIVISION 16 -- ELECTRICAL

END OF TABLE OF CONTENTS

SCHEDULE B INDEX OF DRAWINGS

Schedule B - Index of Drawings

[illegible]

Schedule B -- Index of Drawings (Continued)
Fire Sprinkler Drawings

DWG.#	Title	Dwg Date	Date last rev Approved
SP-1	Bldg A Sprink	7/15/08	5/19/09
SP-2	Bldg A Sprink	7/15/08	5/19/09
SP-3	Bldg A Sprink	7/15/08	5/19/09
SP-4	Bldg A Sprink	7/15/08	5/19/09
SP-1	Bldg F Sprink	2/4/05	4/29/09
SP-2	Bldg F Sprink	2/4/05	10/29/09
SP-3	Bldg F Sprink	Jan-05	4/29/09
SP-4	Bldg F Sprink	1/31/05	4/29/09
SP-5	Bldg F Sprink	1/26/05	4/29/09
SP-6	Bldg F Sprink	2/8/05	4/29/09
SP-7	Bldg F Sprink	2/8/05	4/29/09
SP-1	Bldg. C Sprinkler cover/details	5/10/05	12/29/09
SP-2	Bldg. C Sprink. 1st and 2nd flr.	5/10/05	9/17/09
SP-3	Bldg. C Sprink. 3rd and 4th flr.	5/10/05	9/17/09
SP-4	Bldg. C Sprink. 5th floor.	5/10/05	9/17/09
C-E.1	Bldg. C Elect	5/17/04	1/31/10
SP-1	Bldg.I-1 Details	3/24/09	
SP-2	Bldg.I-1 Basement 1,2,and 3 flrs		3-16-09
SP-3	Bldg.I-1		
SP-1	Bldg.I-2 Basement 1,2,3 flrs.	3/3/09	
SP-2	Bldg. I-2 Basement 1,2,3 flrs.	3/3/09	
SP-3	Bldg.I-2		
SP-1	Bldg. I-3 details	3/6/09	10/12/09
SP-2	Bldg. I-3 Basement plan	3/10/09	10/12/09
SP-3	Bldg. I-3 1,2,3 floors	3/10/09	10/12/09
SP-1	Bldg. I-4 Details	3/12/09	10/12/09
SP-2	Bldg. I-4 Basement plan	3/12/09	10/12/09
SP-3	Bldg. I-4 1,2,3 floors	3/12/09	10/12/09
SP-1	Bldg. I-5 Details	3/18/09	10/13/09
SP-2	Bldg. I-5 basement plan	3/18/09	10/13/09
SP-3	Bldg. I-5 1,2 and 3 floors	3/18/09	10/13/09
SP-1	Bldg. I-6 details	3/24/09	9/24/09
SP-2	Bldg. I-6 basement plan	3/24/09	9/24/09
SP-3	Bldg. I-6 1,2 and 3 floors	3/24/09	9/24/09
SP-1	Bldg. I-7 details	4/6/09	10/6/09
SP-2	Bldg. I-7 basement plan	4/6/09	10/6/09
SP-3	Bldg. I-7 1,2 and 3 floors	4/6/09	10/6/09
SP-1	Bldg. I-8 details	4/7/09	9/28/09
SP-2	Bldg. I-8 basement plan	4/7/09	9/28/09
SP-3	Bldg.I-8 1,2, and 3 floors	4/7/09	9/28/09
SP-1	Bldg. I-9 Details		
SP-2	Bldg. I-9 basement plan		
SP-3	Bldg. I-9 1,2,and 3 floors		
SP-1	Bldg. I-10 details	3/18/09	9/29/09
SP-2	Bldg. I-10 basement plan	3/18/09	9/29/09
SP-3	Bldg. I-10 1,2,3 Fl. & Clerestory	3/18/09	9/29/09
SP-1	Bldg. I-11 details	3/18/09	10/13/09
SP-2	Bldg. I-11 basement plan	3/18/09	10/13/09

Schedule B -- Index of Drawings (Continued)
Fire Sprinkler Drawings

SP-3	Bldg. I-11 1,2, and 3 floors	3/18/09	10/13/09
SP-1	Bldg. I-12 details	3/18/09	9/28/09
SP-2	Bldg. I-12 basement plan	3/18/09	10/1/09
SP-3	Bldg. I-12 1,2 and 3 floors	3/18/09	10/1/09
SP-1	Bldg. I-13 details	4/8/09	10/13/09
SP-2	Bldg. I-13 basement plan	3/16/09	10/13/09
SP-3	Bldg. I-13 1,2, and 3 floors	3/16/09	10/13/09
SP-1	Bldg. I-14 Details	4/10/09	10/1/09
SP-2	Bldg. I-14 basement plan	4/10/09	10/1/09
SP-3	Bldg. I-14 1,2, and 3 floors	4/10/09	10/1/09
SP-1	Bldg. I-15 Details	4/9/09	10/8/09
SP-2	Bldg. I-15 basement plan	4/9/09	10/8/09
SP-3	Bldg. I-15 1,2, and 3 floors	4/9/09	10/8/09
SP-1	Bldg. I-16 Details	4/11/09	10/8/09
SP-2	Bldg. I-16 Basement plan	4/11/09	10/8/09
SP-3	Bldg. I-16 1,2, and 3 floors	4/11/09	10/8/09
SP-1	Bldg. I-17 details	4/9/09	10/8/09
SP-2	Bldg. I-17 basement plan	4/9/09	10/8/09
SP-3	Bldg. I-17 1,2 and 3 floors	4/9/09	10/8/09
SP-1	Bldg. I-18 details	4/15/09	9/29/09
SP-2	Bldg. I-18 basement plan	4/15/09	9/29/09
SP-3	Bldg. I-18 1,2, and 3 floors	4/15/09	9/29/09
SP-1	Bldg. I-19 details	4/20/09	10/8/09
SP-2	Bldg. I-19 basement plan	4/20/09	10/8/09
SP-3	Bldg. I-19 1,2, and 3 floors	4/20/09	10/8/09
SP-1	Bldg. I-20 details	4/15/09	9/30/09
SP-2	Bldg. I-20 basement plan	4/17/09	9/30/09
SP-3	Bldg. I-20 1,2, and 3 floors	4/17/09	9/30/09
SP-1	Bldg. I-21 details	4/21/09	10/13/09
SP-2	Bldg. I-21 basement plan	4/21/09	10/13/09
SP-3	Bldg. I-21 1,2, and 3 floors	4/21/09	10/13/09
SP-1	Bldg. I-22 details	4/15/09	10/7/09
SP-2	Bldg. I-22 basement plan	4/15/09	10/7/09
SP-3	Bldg. I-22 1,2, and 3 floors	4/15/09	10/7/09
SP-1	Bldg. I-23 details	4/24/09	10/1/09
SP-2	Bldg. I-23 basement plan	4/24/09	10/1/09
SP-3	Bldg. I-23 1,2, and 3 floors	4/24/09	10/1/09
SP-1	Bldg. I-24 details	4/16/09	10/9/09
SP-2	Bldg. I-24 basement plan	4/16/09	10/9/09
SP-3	Bldg. I-24 1,2, and 3 floors	4/16/09	10/9/09
SP-1	Bldg. I-25 details	4/20/09	10/12/09
SP-2	Bldg. I-25 basement plan	4/20/09	10/12/09
SP-3	Bldg. I-25 1,2, and 3 floors	4/20/09	10/12/09
SP-1	Bldg. I-26 details	4/25/09	10/5/09
SP-2	Bldg. I-26 basement plan	4/25/09	10/5/09
SP-3	Bldg. I-26 1,2, and 3 floors	4/25/09	10/5/09
SP-1	Bldg. I-27 details	4/21/09	10/7/09
SP-2	Bldg. I-27 basement plan	4/21/09	10/7/09
SP-3	Bldg. I-27 1,2, and 3 floors	4/21/09	10/7/09

Schedule B -- Index of Drawings (Continued)
Fire Sprinkler Drawings

SP-1	Bldg. I-28 details	4/22/09	10/13/09
SP-2	Bldg. I-28 basement plan	4/22/09	10/13/09
SP-3	Bldg. I-28 1,2, and 3 floors	4/22/09	10/13/09
SP-1	Bldg. I-29 details	4/23/09	10/12/09
SP-2	Bldg. I-29 basement plan	4/23/09	10/12/09
SP-3	Bldg. I-29 1,2, and 3 floors	4/23/09	10/12/09

Schedule B - Index of Drawings (Continued)

Building C - Seismic Column Reinforcement Drawings:

Nacamuli & Associates: Sheets R-1 & R-2 Dated 12.14.2010

I Buildings - Revisions to Interior Columns Drawings:

Boswell Engineering: Sheet S12A Dated 12.15.2010

I Buildings - Frost Depth Remediation Drawings

Boswell Engineering: Drawings Under Revision

EXHIBIT C Scope of Work

Exhibit C



CLAREMONT COMPANIES

49 Route 202, P.O. Box 808, Far Hills, New Jersey 07931

(908) 658-3900 FAX (908) 658-3944

December 9, 2010

Whitlock Mills

Jersey City, N.J.

Attn: Meg Manley

Via: E-mail

Re: Whitlock Mills Quote

Dear Ms. Manley:

Thank you for the opportunity to present you with our revised proposal for the completion of all site and building work on the Whitlock project. Our price for this project is:

Building A (8 Units)	260,044.00
Building C (Garage)	554,500.00
Building F (73 Units)	1,481,853.00
Building G (2Units)	30,529.00
Building H (6 Units)	106,514.00
I Buildings (241 Units)	<u>6,490,560.00</u>
Total Building per Sched. C	8,924,000.00
Total Site work per Sched. A	2,780,000.00
Added Site work per Schedule B	389,000.00
Replace Entire water main	336,000.00
Landscaping	172,000.00
Driveway and Curbs	45,000.00
Site Security during Construction	198,000.00
Allowance for Offsite Soil Disposal	20,000.00
Allowance- seismic upgrade Bldg. C	250,000.00
Allowance for temp. heat & utilities	170,000.00
Allowance Prevailing Wage Increase	500,000.00
(Bid based on 2004 Prevailing Wage	
Total Site and Building	<u>13,784,000.00</u>
General Conditions	1,041,000.00
Fee	900,000.00
Bond	<u>125,000.00</u>
Total Project Cost	\$15,850,000.00

CLAREMONT CONSTRUCTION GROUP, INC.

We also recommend that you carry a contingency.

Inclusion:

1. Completion schedule-per contract
2. All site work and building scope per attached schedules and plans
3. Includes a project manager and two (2) superintendents
4. We will include an affirmative action and compliance officer
5. Payment and Performance bond included
6. All retro-fit of sprinkler systems per KE drawings(attached) and Design Build @ garage
7. Claremont will provide a 2 year warranty only on work or material supplied by Claremont or its subcontractors.
8. Site security by Claremont.
9. Landscaping included

Exclusions:

1. All permits and fees by owner
2. Building security systems excluded
3. No roofing
4. No brick
5. No mold remediation
6. No environmental except for capping
7. No chimney work
8. Not Energy Star compliant.

Claremont looks forward to working with you to bring this project to a successful conclusion. Please feel free to contact our office to review this proposal at your convenience.

Yours very truly,

Donald Sciaretta
President

WHITLOCK MILLS PRESENTATION OF BID

SITEWORK - SCHEDULE A

The following is the Sitework scope for the above project in accordance with the following plans by MEH Consulting Engineers:

Add: cleaning up site

Grading Plan SK-1A dated 4/28/09

Storm & Sanitary Plan SK-1B dated 4/28/09

Underground Detention System details SK-1E dated 7/1/09

Underground Detention System details SK-1F dated 7/1/09

Construction Details SK-1G dated 7/1/09

Including:

Soil Erosion

Site Remediation:

Furnish and Install Clean Fill, Excavation, Trucking/dumping, Filter Fabric

Sanitary Sewer System-remove and replace entire system

Water System-expose entire system for inspection,provide testing and thrust blocks

Storm Drainage System-remove and replace entire system

Dewatering-storm, sanitary and detention system.

Underground Detention System-remove and replace

Concrete curb and sidewalk for piping-remove and replace

Labor and equipment to install steel sheathing planters (Material on Site)

Planters-fill with site fill and topsoil

Topsoil for entire site(Import and Spread)

Picket fence installation(material on site)

Manning Street-Furnish and install curb & cobblestone roadway

Site grading

Paving-subbase milling 3-4", 4" stabilized base, 2" top course

Traffic lines and signage

SCHEDULE B

Added scope not shown on the above mentioned drawings

Off Site Work:

Lafayette Street(mill and pave)

Van Horne Street & Maple Street(mill and pave)

Maple Street and Van Horne Street (Install 2 Handical Ramps)

Van Horne and Maple Street (remove and replace manhole & weir)

Maple Street (repair ponding)

On Site Work:

Three mailbox concrete pads (furnish and install)

Remove and replace (30) 4"PVC water main sections between curb and buildings
Remove and cap (30) 4" DIP services at water main
Complete site lighting.

SCHEDULE D- BUILDING C-GARAGE

Expanding size of fire pump room.

Painting steel in both stairwells .

Completion of handicap railings at all levels.

Bollards installed at all riser lines.

Remove all debris from garage

Power wash and restripe garage floors

Replace missing drainage grates.

Remove one (1) bay of steel and concrete at roof of garage.

Enclose top of stairwell with brick & block and install door.

Install new door going into Building F

Design build sprinkler system in parking garage

Seismic allowance included

New Fire Pump Systems and Misc Work

**WHITLOCK MILLS
SCHEDULE C-BUILDING SCOPE**

DESCRIPTION WORK	BUILDING
<p>DIV. 3 Concrete</p> <p>Added concrete work for stairs and platforms:</p> <p>F & I 4'x4' platform with 4 steps and 4 8" wall- 20 sets</p> <p>F & I 4" thick slab 12"x7" with 2" insulation 20 sets</p> <p>F & I footing for straight stairs 4'x2'x3' 9 sets</p> <p>F & I slab 17' x 4'4" of concrete and 2" insulation 3 sets</p> <p>F & I slab 8' x 4'4" concrete and 2" insulation 6 sets</p> <p>Replace 2 slabs units 14 and 21</p> <p>Repair Footings (102 units)</p> <p>Cut & Excav. Floor from outside bldg to sprinkler room</p> <p>Cut & Excav-same as above</p>	<p>I-19,20,21</p> <p>I Bldgs</p> <p>I Bldgs</p> <p>I Bldgs</p> <p>I BLDG</p> <p>F Bldg</p>
<p>DIV. 4 Exterior Pointing</p> <p>Exterior Pointing-Minor</p>	<p>A,F,G,H</p> <p>I BDGS</p>
<p>Div 5 None</p>	
<p>DIV. 6 Framing -Matl. And Labor</p> <p>Reframing 16 kitchens for ADA</p> <p>Interior trim and hardware</p> <p>Interior trim and hardware</p> <p>Misc. Carpentry</p>	<p>19,20,21</p> <p>I BLDGS</p> <p>I BLDG</p> <p>A.F.G.H.</p> <p>A,F,G,H</p>
<p>DIV. 7 Insulation</p> <p>Firestopping in Ceiling</p> <p>Firestopping in Ceiling</p> <p>Interior Fire Caulking</p> <p>Interior Fire Caulking</p> <p>Exterior caulking</p>	<p>I BLDG</p> <p>BLDG F</p> <p>I BLDG</p> <p>I BLDG</p> <p>A,F,G,H</p> <p>A,F,G,H</p>
<p>Reset and Adjust Existing Doors and windows. Hardware included in Div. 6</p>	<p>I BLDG</p>
<p>Div 8 Reset and adjust existing doors and windows.</p>	<p>A,F,G,H</p>
<p>DIV. 9 Gypsum/Tape/Spkle/patching/repair</p> <p>Misc patching and repair</p> <p>Sheetrock for firestopping not installed in factory for modular units approx. 6440lf</p> <p>Cut & patch for sprinkler work & added drains</p> <p>Tub Surrounds</p> <p>Remove vinyl flooring and tub surrounds replace with ceramic tile and ceramic floor tile-113 bathrooms</p> <p>Flooring-Carpet replace/clean/repair</p>	<p>I BLDG</p> <p>A,F,G,H</p> <p>I BLDG</p> <p>I BDLG</p> <p>I BLDG</p> <p>A F G H</p> <p>I BLDG</p>

Flooring-existing carpet cleaned and repair, units missing will have new.	A,F,G,H
Interior Painting	I BLDG
Interior painting	A,F,G,H
	Exterior Mi
	Power wire
	Clearseal e
Final Cleaning	I BLDG
Final Cleaning	A,F,G,H
 DIV. 10 Signs and Graphics	 ALL
Bathroom Accessories	I BLDG
Bathroom Accessories	A F G H
Shelving-repair/replace	ALL
 DIV. 11 Cabinets & Vanities-new & repairs	 I BLDG
76 new kitchens and 113 new vanities	A F G H
 Appliances-249 refrigerators/249 stove with hood/ 57 dw	 I BLDG
 DIV. 12 Blinds-new	 I BLDG
	A,F,G,H
 DIV. 13 Special construction:	
Garage Per Schedule D	BLDG C
Radon Venting	ALL
Community Space Allowance	BLDG A
All Finishes-Paint,Flooring and Cleaning	
 Refurbish steel stairs by Positive Iron works -attached	 I BLDG
 DIV. 14 Elevator Inspecton & Final	 BLDF F
 DIV. 15 Plumbing	 I BLDG
Add offset divertors in 113 baths	A F G H
Misc plumbing work in 113 baths	A F G H
Add Drain Lines for washing machines	I BLDG
Telephone	A,G,H
 Sprinkler-per KE Drawings	 ALL
Design build new sprinkler system for garage	C BLDG
1. Design	
2. Demolition of existing system	
3. Install new system	
4. Misc steel work springkler mains	
5. tie fire stand pipes into sprinkler room	
 HVAC -Finish systems	 I BLDG

**Start up, Filters, minor repairs
Remove & Reinstall Air Handling Units
for sheetrock installaion.(for fire rating)**

**A,F,G,H
I BLDG**

**DIV. 16 Electrical
Relamp, testing and Misc fixtures
Fire Alarm
Fire Pump Room**

**I BLDG
A,F,G,H
A,F,G,H
BLDG F**

MIKE FITZPATRICK EQUIPMENT COMPANY

18 COZY LAKE ROAD
P.O. BOX 430
OAK RIDGE, NJ 07438

E-Mail: mikejr@mikefitzpatrick.com

Phone: 973-208-5500

Fax: 973-208-5504

December 12, 2010

Claremont Construction

Attn: Bob Kerris

Re: Drawing list for Contract - Whitlock Mills

MEH Consulting Engineers, Inc.
825 Bloomfield Ave.
Suite 106
Verona, NJ 07044

Drawing Name	Page	Latest Revision Date
Grading Plan	SK-1A	11/11/09
Storm & Sanitary Plan	SK-1B	11/11/09
Utility Master Plan	SK-1C	11/11/09
Utility Master Plan	SK-1D	11/11/09
Underground Detention Details	SK-1E	08/10/09
Underground Detention Details	SK-1F	08/10/09
Construction Details	SK-1G	08/10/09
Soil Erosion & Sediment Control	SK-1H	08/10/09
Soil Erosion & Sediment Details	SK-1I	10/02/09
Sanitary Sewer Profiles	SK-2A	08/10/09
Storm Water Profiles	SK-2B	08/10/09
Outlet Structure Detail	SK-3	11/11/09
Prop. Floor Drain Building "A"	SK-5	09/24/09

LECH Associates
7 Carpenter Road
New Brunswick, NJ 08901

Water Distribution Plan	Y-5A	10/02/08
JCMUA Water Dist. Details	Y-5B	10/02/08
JCMUA Water Dist. Details	Y-5C	10/02/08



LANDMARK FIRE PROTECTION, INC.

Whitlock Mills Contract Drawing Dates December 8, 2010

Building	Drawings
A	NO WORK
C	Parking Garage - Design/Build
F	SP2 of 7 dated 10/29/09, Revision 4 - PUMP ROOM WORK ONLY
H	NO WORK
I-1	1 through 3 of 3 dated 9/23/09, Revision 3
I-2	1 through 3 of 3 dated 10/12/09, Revision 3
I-3	1 through 3 of 3 dated 10/12/09, Revision 3
I-4	1 through 3 of 3 dated 10/12/09, Revision 3
I-5	1 through 3 of 3 dated 10/13/09, Revision 3
I-6	1 through 3 of 3 dated 9/24/09, Revision 2
I-7	1 through 3 of 3 dated 10/6/09, Revision 2
I-8	1 through 3 of 3 dated 9/28/09, Revision 2
I-9	1 through 3 of 3 dated 10/7/09, Revision 2
I-10	1 through 3 of 3 dated 9/29/09, Revision 2
I-11	1 through 3 of 3 dated 10/13/09, Revision 2
I-12	1 of 3 dated 9/28/09, Revision 2
I-12	2 and 3 of 3 dated 10/1/09, Revision 2
I-13	1 through 3 of 3 dated 10/13/09, Revision 2
I-14	1 through 3 of 3 dated 10/1/09, Revision 2
I-15	1 through 3 of 3 dated 10/8/09, Revision 2
I-16	1 through 3 of 3 dated 10/8/09, Revision 2
I-17	1 and 2 of 3 dated 10/8/09, Revision 2
I-17	3 of 3 dated 4/15/09, Revision 1
I-18	1 through 3 of 3 dated 9/29/09, Revision 2
I-19	1 through 3 of 3 dated 10/8/09, Revision 2
I-20	1 through 3 of 3 dated 9/30/09, Revision 2
I-21	1 through 3 of 3 dated 10/13/09, Revision 2
I-22	1 through 3 of 3 dated 10/7/09, Revision 2
I-23	1 through 3 of 3 dated 10/1/09, Revision 2
I-24	1 through 3 of 3 dated 10/9/09, Revision 2
I-25	1 through 3 of 3 dated 10/12/09, Revision 2
I-26	1 through 3 of 3 dated 10/5/09, Revision 2
I-27	1 through 3 of 3 dated 10/7/09, Revision 2
I-28	1 through 3 of 3 dated 10/13/09, Revision 2
I-29	1 through 3 of 3 dated 10/12/09, Revision 2